defendant physician reasonably diagnosed the plaintiff's disease as syphilis. While later making a professional call upon the landlady of the hotel where the plaintiff lodged, the defendant warned her of the plaintiff's infection. Following his advice, the landlady forced the plaintiff to leave. He now sues the physician for damages flowing from the breach of duty in divulging a professional confidence. *Held*, that the plaintiff may not recover. *Simonsen* v. *Swenson*, 177 N. W. 831 (Neb.).

For a discussion of the principles involved in this case, see NOTES, p. 312, *supra*.

RELEASE — TITLE — EFFECT OF RELEASE OF CARRIER FOR LOSS OF BAGGAGE ON TITLE THEREOF — The defendant, a carrier, concluding that a trunk which the plaintiff had shipped had been lost, paid him $50, "in full release and satisfaction of any and all claims account of shipping." Shortly afterwards the trunk was found and the plaintiff demanded it. The defendant refused to deliver it unless it was repaid the $50, and the plaintiff brought action to recover possession of the trunk. *Held*, that the plaintiff can recover. *Roe* v. *American Ry. Express Co.*, 182 N. Y. Supp. 895.

The rights of the parties depend on the construction of the release. The universal principle for the construction of written instruments, including releases, is that the intention of the parties indicated by the whole writing governs. WALD'S POLLOCK ON CONTRACTS, 3 ed., 317. See *Texas and Pacific Ry. Co.* v. *Dashiell*, 198 U. S. 521. In this case two constructions were possible. If the parties intended a release of all demands, the plaintiff had no standing in court. See BACON'S ABR., tit. Release, I (1). His remedy would then be to have the release avoided for mutual mistake of fact. *Great Northern Ry. Co.* v. *Fowler*, 136 Fed. 118. However, the shipper may well have intended to release the carrier from liability for damage but to keep his right *in rem* for what it was worth. See *Betts* v. *Lee*, 5 Johns. (N. Y.) 348. Ordinarily in case of injury a carrier does not take title but merely pays damages for the injury. *Brand* v. *Weir*, 57 N. Y. Supp. 731. A judgment for less than full value does not pass title. *Barb* v. *Fish*, 8 Blackf. (Ind.) 481. Hence a settlement for less than full value should not pass title. The decision would seem correct, but the court might well have given more consideration to a case presenting facts apparently never before adjudicated.

SOVEREIGN — PROCEDURE — JOINDER OF ATTORNEY-GENERAL WHENEVER RIGHTS OF THE SOVEREIGN MAY BE AFFECTED. — The Crown granted land to a railway in fee simple. Later the Crown purported to grant a portion of this same land to a settler, and in this subsequent grant the Crown reserved to itself certain mineral and timber rights. The railway brings an action against the settler for a declaration that the Crown grant to him was inoperative, and asks an order joining the Attorney-General because of the Crown's interest. *Held*, that the Attorney-General be joined. *Esquimalt and Nanaimo Ry. Co.* v. *Wilson*, [1920] A. C. 358.

Had this been a suit against the Crown, a petition of right would have been necessary. *Taylor* v. *Attorney-General*, 8 Sim, 413. Similarly, in the United States, permission of the sovereign would have to be obtained. *Kansas* v. *United States*, 204 U. S. 331. But the fact that the sovereign has an interest will not necessarily make the suit one against the sovereign. The sovereign's rights may be only incidentally affected, as in the principal case. *Dyson* v. *Attorney-General*, [1911] 1 K. B. 410; *Wheeler* v. *City of Chicago*, 68 Fed. 526. But, because of the existence of such an interest, the sovereign should be represented, and the Attorney-General is the appropriate representative. *Hovenden* v. *Lord Annesley*, 2 Sch. & Lef. 607. He may be joined at the request of a party. *Ellis* v. *Duke of Bedford*, [1899] 1 Ch. 494; see *Dyson* v.